



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Tonawanda, City of and City of Tonawanda Employees Association (CTEA) (2006)**

Employer Name: **Tonawanda, City of**

Union: **City of Tonawanda Employees Association (CTEA)**

Local:

Effective Date: **01/01/06**

Expiration Date: **12/31/06**

PERB ID Number: **6940**

Unit Size: **46**

Number of Pages: **46**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC/6940

CONTRACT

between the

CITY OF TONAWANDA, N.Y.

and the

**CITY OF TONAWANDA
EMPLOYEES ASSOCIATION
(CTEA)**

effective

1/1/06 - 12/31/06

RECEIVED

FEB 12 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

46 EMPLOYEES

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I MANAGEMENT RIGHTS	3
II ASSOCIATION RECOGNITION	3
III CHECK OFF OF ASSOCIATION DUES	4
IV VACATION	5
V PERSONAL LEAVE	7
VI HOLIDAY	7
VII SICK LEAVE	8
VIII LEAVE DUE TO DEATH IN FAMILY	11
IX HOSPITALIZATION AND SURGICAL INSURANCE	11
X OTHER HEALTH RELATED BENEFITS	16
XI COMPENSATION HEARINGS AND JURY DUTY PLAN	16
XII PENSION PLAN AND DEATH BENEFITS	16
XIII OVERTIME AND OVERTIME COMPENSATION	17
XIV EARNING COMPENSATORY TIME	20
XV CALCULATION OF ECONOMIC BENEFITS	20
XVI WORK SCHEDULE	21
XVII ASSOCIATION BUSINESS	22
XVIII SENIORITY	23
XIX WORK FORCE CHANGES	24
XX LAYOFF	28
XXI DISCIPLINE AND DISCHARGE	29
XXII SETTLEMENT OF DISPUTES	30
XXIII LABOR MANAGEMENT COMMITTEE	32
XXIV SAFETY COMMITTEE	33
XXV GENERAL PROVISIONS	33
XXVI MAINTENANCE OF BENEFITS	36
XXVII JOB TITLES AND WAGE RATES	36
XXVIII LONGEVITY	38
XXIX DRUG AND ALCOHOL TESTING	38
XXX TERMINATION AND MODIFICATION	40
XXXI SAVING CLAUSE	40
APPENDIX A – MEDICAL INSURANCE WAIVER	42
APPENDIX B – MEDICAL CASH PAYMENT WAIVER	43
APPENDIX C – RECORD OF DISCIPLINE	44
APPENDIX D – HOLIDAY WORK HOURS	45

CONTRACT BETWEEN THE
CITY OF TONAWANDA, N.Y.
AND THE
CITY OF TONAWANDA EMPLOYEES ASSOCIATION

THIS AGREEMENT ENTERED INTO THIS 29TH DAY OF DECEMBER, 2005, BETWEEN THE CITY OF TONAWANDA, N.Y. (HEREINAFTER REFERRED TO AS THE CITY) AND THE CITY OF TONAWANDA EMPLOYEES ASSOCIATION (HEREINAFTER REFERRED TO AS THE ASSOCIATION).

ARTICLE I - MANAGEMENT RIGHTS

Without limitations upon the exercise of its statutory powers, duties, and responsibilities except as herein specifically provided to the contrary, the Mayor, City Council and Department heads have the unquestioned right to exercise all normally accepted management prerogatives including but not limited to:

A. To appoint such employees as it may require for the performance of its duties, fix and determine their qualifications, duties, job titles, and compensation; and to make rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency and the protection of property, provided that such rules are not in conflict with this Collective Bargaining Agreement.

B. The right to fix operating and personnel schedules, determine work loads, arrange transfer, order new work assignments, and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the City Officials by Law.

ARTICLE II - ASSOCIATION RECOGNITION

A. City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of all City Employees whose job titles are listed in Article XXVII. All seasonal and other employees of the City of Tonawanda are excluded from said unit. Seasonal employees period of employment shall be defined for purpose of this Agreement, as the time between April 15th and October 1st. The City may extend no more than four (4) seasonal employees from the time between October 1st and December 31st. These time periods can be further extended by joint action of the Mayor or designee and membership ratification by the Association.

B. No seasonal or part time employee will be hired in the community of interest of the Association while any employee is laid off within the bargaining unit.

C. Any mandatory subject of negotiation not covered in this Agreement shall be subject of, or, grounds for negotiations between the City and the Association. Notice of any such condition shall be given in writing to the City by the President of the Association, or the Association, by the Mayor or designee.

ARTICLE III - CHECK OFF OF ASSOCIATION DUES

A. The City recognizes the obligation of those employees who are, or who may become members of the Association to pay their Association dues, and the City agrees to deduct Association dues from the wages of all Association Members who appear on the City Payroll, and forward such dues together with a list of employees from whom dues deductions are made, to the Association. Dues deductions are to be made bi-weekly. The City will do this upon presentation of signed dues deduction and authorization cards. An employee may withdraw such authorization at any time in writing by registered mail, unless otherwise authorized by the Employee in writing to the City and the Association.

B. The Employer agrees to deduct the Association Membership dues in accordance with the amount certified by the Association to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Association Dues Form provided by the Association from the pay of all employees who have executed such authorization for payroll deduction of Association Dues and any additional deduction for any program made available through the Association.

C. Payroll deductions of Association dues under the properly executed Authorization for Payroll Deduction of Association Dues Forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

D. The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Association together with a list from whom dues have been deducted on or before the tenth (10th) of every such month.

E. Any change in the amount of Association dues to be deducted must be certified by the Association in writing and be forwarded to the Employer.

F. (1) The Association agrees that it will not interfere with, coerce, or intimidate an employee into joining the Association. The Association agrees that there will be no interference with the free right of any employee of the City to enter and leave its property unmolested.

The Association further recognizes the status of the City's employees as "public employees" and the provisions of law applicable thereon, which prohibit strikes, failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part from the full faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing, a change in conditions or compensation, or the rights, privileges, or obligations of employment.

(2) No lockout of employees shall be instituted by the employer.

(3) The City agrees that for any present or future employee who is not an Association member and who does not make application for membership, including temporary employees who work beyond ninety (90) consecutive days, the City shall deduct from their paychecks a service fee equal to the regular amount of dues of this Association for the duration of the agreement. The deduction shall be made on a bi-weekly basis and shall be transmitted at the same time and to the same office. The Association agrees to hold the City safe and harmless because of said deductions.

(4) In the event a temporary employee is terminated prior to the expiration of ninety (90) consecutive days, but returns to active employment within one (1) year of termination, the consecutive days of active employment immediately preceding termination shall be included in determining his obligation to pay the aforesaid service fee. Temporary employees are not eligible to receive the fringe benefits provided for in this agreement.

G. The City agrees to provide the name, address, title, rate of pay and department to the President of the Association within three (3) workdays of an employee's first day of employment with the City.

ARTICLE IV - VACATION

A. VACATION ALLOWANCE

1. Vacation will be granted to employees according to the following schedules:

1	year	Continuous employment completed as of date of hire	10	days
5	years	Continuous employment completed as of date of hire	15	days
8	years	Continuous employment	16	days
11	years	Continuous employment	17	days
14	years	Continuous employment	18	days
15	years	Continuous employment	20	days
20	years	Continuous employment	25	days
25	years	Continuous employment	30	days

2. An employee who will celebrate six or more years of continuous employment in a given calendar year shall be entitled to the vacation benefits for that number of calendar years. Example: If an employee reached six continuous years of employment at any time between January 1st to December 31st of a given year, he shall be entitled to the vacation benefits for six years.

B. VACATION SCHEDULE

1. Tentative vacation requests shall be presented to department heads not later than March 31st of the contract year and no bumping will be permitted after April 15th. Schedules shall be mutually agreed upon between the Association and the department heads.

2. City wide seniority shall be used for choice of vacation for the first two weeks. After all employees have put down their 2 weeks vacation time, the above rotation process shall begin again. Schedules shall be mutually agreed upon between the Association and Department Heads.

3. City wide seniority shall be used for the amount of vacation to be received. Vacation must be taken during the calendar year it is earned. Any person voluntarily leaving the employment of the City must give two (2) weeks written notice to his department head prior to termination to be eligible for vacation pay.

4. Any employee who is laid off, retires or is separated from the service of the employer for any reason, except disciplinary discharge, prior to taking his/her vacation, shall be compensated in cash or check for the unused vacation he/she has accumulated at the time of separation.

5. In case of the death of such employee, such payment shall be made to his/her spouse or estate.

6. Any employee who is requested by a Department Head and does work during his vacation period shall be paid for all regular hours at the rate of time and one-half (1-1/2) his regular rate.

7. In the Inside Water Division, vacation changes shall be handled as follows:

- (a) Before July 1st by continuation of the rotation wheel within the division
- (b) On or after July 1st by seniority within the division

8. Any unused vacation days to a maximum of two (2) weeks will be paid to the employee in the first payroll period of February of the following year, unless the employee has such time scheduled off in December.

ARTICLE V - PERSONAL LEAVE

- A. All employees, after one (1) year of service, shall be allowed four (4) personal days per year with pay for personal business. Personal business shall be defined to mean an activity of a personal nature which cannot ordinarily be transacted before or after the employees' work schedule. Any employee requesting personal time must notify his or her Department Head 24 hours in advance, except in the case of an emergency.
- B. Employees with less than one (1) year of service shall earn one (1) personal day after the completion of 90 work days, then one (1) personal day after each four (4) months of service, not to exceed three (3) personal days per calendar year.
- C. Personal days may be taken in 1/2 (4 hour) day allowances.

ARTICLE VI - HOLIDAY

- A. All holidays enumerated below occurring during the term of this contract shall be paid to all members of the bargaining unit.
- B. All employees except those referred to in Article XVI(A)(5) working on a holiday shall be paid at the rate of time and one-half (1 - 1/2) his regular hourly rate.

FULL DAYS

New Years Day	Veterans Day
Patriots Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24th
Independence Day	Christmas Day
Labor Day	December 31st
Columbus Day	

- (1) Eligible employees shall receive one day's pay for each of the holidays listed above.
- (2) Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the Holiday.
- (3) Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the Holiday.
- (4) Employees will be paid only for the number of Holidays occurring after the commencement of his employment.
- (5) To qualify for Holiday pay, employees must work the day before and the day following the holiday unless excused for legitimate reasons by the Department Head.

(6) Employee must work four (4) hours on half-day Holidays in order to receive half Holiday pay. If the employee is scheduled to work this holiday as part of his/her regular work week, then working such day is required to be entitled to Holiday Pay.

ARTICLE VII - SICK LEAVE

- A. Fifteen (15) days sick leave will be granted all members with a maximum of two (2) days in January, two (2) days in February, two (2) days in March, and one (1) day in each succeeding month.
- B. Employees may use such leave, as required, to attend to family illness subject to verification pursuant to Section L(2) of this Article. However, the Department Head may verify such use of sick leave if he deems it necessary. Abuse of this Article should be pursued through Article XXI, - Discipline.
- C. Any accumulated amount of sick leave can be taken at required times by employees and at an amount as authorized by the Department Head.
- D. Sick leave with pay will be granted to an employee after the completion of ninety (90) work days. An employee shall earn sick leave during the ninety (90) work day period but will not be permitted to use such days until the completion of the ninety (90) work day period.
- E. An employee will be eligible to accumulate and to use sick leave when he is incapacitated or unable to perform his duties by reason of sickness, injury, or quarantine regulations, but no such leave nor accumulation shall be granted on account of injury sustained while engaged in other gainful occupation.
- F. Any Workers' Compensation check received by an employee during a time he is receiving sick pay must be returned to the City of Tonawanda.
- G. An employee called in for extra work will not be able to put in a claim for sick time for this calendar day. The present practice of returning of sick days will be continued.
- H. A posting of sick leave days will be made available to the Association.
- I. A credit for the purpose of sick leave, with pay, at the rate of fifteen (15) days per year, shall accrue annually. Such leave as is not used shall accumulate.

Effective upon the signing of this Agreement, all employees, who were hired by the City and were members prior to January 1, 2003, may accumulate sick days to a maximum of two hundred and forty (240) days. Employees hired prior to January 1, 2000, shall be paid for all accumulated sick days to a maximum of one hundred twenty-five (125) days upon retirement.

Employees hired from January 1, 2000, through December 31, 2002, will have the option of cashing out up to the maximum of one hundred fifty (150) accumulated sick days or applying those accumulated sick days toward the payment of the employee's contribution to the cost of health insurance upon retirement. These employees are responsible for either 50% or 20% of the cost of any health insurance plan under which they are covered at the time of retirement as specified in Article IX – Hospitalization and Surgical Insurance.

Employees hired on or after January 1, 2003, shall not receive cash payment for accumulated sick days upon retirement. These employees may accumulate a maximum of four hundred fifty (450) sick days which are to be converted to a sick leave credit upon retirement. The value of the sick leave credit shall be calculated by multiplying the daily rate of the employee's regular job position at the time of his retirement, by the number of sick days the employee has actually accumulated. The value of the sick leave credit is to be applied toward the cost of providing health coverage to the employee under the City's health plan upon retirement in accordance with Article IX – Hospitalization and Surgical Insurance. These employees are responsible for 100% of the cost of any health insurance plan under which they are covered at the time of retirement.

Upon the death of the retiree, his remaining health insurance credit shall accrue to his surviving spouse if any. The credit shall not accrue to the retiree's estate.

J. In order to qualify for sick leave pay, all employees not reporting for work must notify the Department Head within time limits as shall be prescribed by respective Department Heads.

K. An employee with temporary medical restrictions who is unable to perform the regular duties of his position will be assigned work which he is capable of performing within his job title for a period not to exceed ten (10) working days. If no such work is available, the employee shall be temporarily placed in another job title where there is work he is capable of performing and shall be paid at his normal rate of pay. Any such special assignment shall be for a period of time not to exceed ten (10) working days. An employee with temporary medical restrictions shall not be entitled to overtime.

L. 1. A certificate or affidavit showing incapacity and inability to perform his duties, issued by the attending physician or other medical practitioner, and containing a diagnosis of the illness may be requested by the Department Head after three (3) or more consecutive days.

2. The Department Head may request such certificate or affidavit for any absence after an individual has been absent eight (8) or more days in the immediately preceding six (6) month period, or whenever there is evidence of an abuse of sick leave by a pattern of absenteeism, such as habitual sick leave being taken on a particular day of the week or time of the month in the immediately preceding three (3) year period. Abuse of sick leave shall subject the employee to the provisions of Article XXI, Discipline and Discharge. Any day of absence for which an employee presents a physician's certification of disabling injury or illness shall not be considered a chargeable absence within the meaning of this subparagraph.

M. 1. Sick Leave shall be taken in four (4) hour increments, except for medical or dental appointments which shall be granted in two (2) hour increments.

2. The employee shall provide written verification from the doctor that the employee does have an appointment. Such verification shall be given to the Department Head by the next work day of the employee. An employee who fails to provide required verification shall not be entitled to utilize paid sick leave for a medical or dental appointment.

N. Challenge of Examination Report.

1. In the event the report of the employee's attending physician is challenged by the City's Administration, or if the Union challenges the report of the City doctor's examination, then the following procedure shall be followed:

a. The employee may elect to be examined by a physician of his own choice, at his expense.

b. If the reports of the two examining physicians are in disagreement or conflict, the respective bargaining committee shall meet and endeavor to reconcile the difference.

c. In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall be examined at the equally shared cost of the City and the employee, by an appropriate specialist for final determination in the matter which shall select the third physician whose decision shall be final and binding on both parties.

d. A report of physical examination and any laboratory test made by physicians acting for the City will be given to the personal physician of the individual upon the written request of the employee.

e. The Employee and the Association shall be fully informed of any contemplated action on the City's part in regard to this action.

f. Step one (1) of the Grievance Procedure shall be bypassed in the Challenge of Examination Report.

O. Sick Leave Incentive

The City offers an incentive to increase attendance and to decrease the use of unwarranted sick time, the City offers a bonus payment to all employees covered under this Agreement for perfect attendance consisting of the following:

1. Sick leave accumulation of fifteen (15) to fifty (50) days - one (1) hour per month compensatory time

2. Sick leave accumulation of fifty-one (51) to one hundred (100) days - two (2) hours per month compensatory time

3. Sick leave accumulation of one hundred and one (101) to one hundred and fifty (150) days - three (3) hours per month compensatory time

4. Sick leave accumulation of over one hundred and fifty (150) days - four and one half (4-1/2) hours per month compensatory time

Furthermore, perfect attendance for the purpose of this section is defined as not using any sick leave, Workers' Compensation leave, or unpaid leave.

P. Leaves of absence for child rearing, adoption, family medical and personal medical will be in compliance with the Family and Medical Leave Act of 1993.

Q. An employee will not be granted paid sick leave for a day or days immediately preceding or following pre-approved vacation leave without a certificate or affidavit showing incapacity and immobility to perform his duties issued by the attending physician.

ARTICLE VIII - LEAVE DUE TO DEATH IN FAMILY

Employees in the bargaining unit shall be granted three (3) working days from the date of death with pay due to death in the employee's immediate family to attend the funeral. Immediate family shall mean: spouse, natural, foster, or step parent; natural, foster or step child; brother, sister; father-in-law, or mother-in-law; grandparents; brother-in-law and sister-in-law, son-in-law, daughter-in-law; and grandchild.

Employees in the bargaining unit shall be granted one (1) working day from the date of death with pay due to death of the employee's spouse's grandparents to attend the funeral.

ARTICLE IX - HOSPITALIZATION AND SURGICAL INSURANCE

A. Following three (3) years of employment, a member of the bargaining unit may elect coverage equivalent to that provided under one of the following plans:

1. Independent Health Gold with \$3.00 co-pay prescription rider and coverage for dependent children until age twenty-three (23); or

2. Community Blue I with riders as in option 1 above; or

3. Health Care Plan (Premier) with riders as in option 1 above; or

4. Blue Cross/Blue Shield Hospital Contract 42/43, Medical Contract 60/61 and Major Medical BCMM-7 (FF) \$100.00 deductible Riders 8 (age 23), 48 (out of area), 4 (out patient employee care), 22 (ambulatory care), and \$1.00/\$5.00 co-pay prescription drug rider.

Should options 2, 3 or 4 be selected, the member will pay the City the amount by which the cost of the option selected exceeds the cost of option 1 (Independent Health Gold).

Newly hired employees will be provided with Independent Health Gold single coverage with applicable riders during their first two (2) years of employment. The employee may add family coverage at his expense during this period. Following two (2) years of employment, the City will equally share with the employee the difference in cost between single coverage and family coverage under Independent Health Gold or a less expensive plan. Following three (3) years of employment, the employee is eligible for coverage in accordance with the remaining provisions in this paragraph A.

The City retains the right to self insure hospital and surgical insurance as provided in this paragraph. Prior to self insuring, as provided in this paragraph, the City shall notify the Association at least sixty (60) calendar days before the effective date in order to assure the Association that there are adequate safety precautions as to a fund balance, timely payment procedures, confidentiality, and the self insurance program would become effective for all full time City employees. If the Union does not agree that the safety precautions noted above are in place, the Union may apply to a court of competent jurisdiction for an injunction under Article 78.

Upon signing of this agreement, if a carrier implements benefit changes in office visits, in-patient hospitalization or prescription coverage, then the City and the Union shall meet to negotiate an agreement before implementation of the changes and determine if it is feasible, practical and/or economically beneficial to change the base plan from Independent Health Gold to another carrier.

In the event any carrier ceases to offer any other particular benefit not listed above, or changes the benefit or benefits offered not listed above, the plan as revised by the carrier will be in effect and will satisfy the employer's obligation under this agreement.

B. The City shall have the option of providing the following plans in the event the employee selects the coverage indicated:

Coverage Selected

Independent Health Gold
Community Blue I
Health Care Plan Premier

Option to Provide

IHA Encompass C
Community Blue III
Health Care Plan Preferred

Should the City agree to exercise its option as set forth above, the employee shall be reimbursed the amount by which the benefit provided under the coverage selected exceeds the benefit provided by the plan purchased by the City. (For example, if the coverage option selected by the employee requires a \$10.00 co-payment for an office visit, but the optional plan purchased by the City requires a \$15.00 co-payment, the employee will be reimbursed \$5.00.) In all cases, prescription drug costs will be reimbursed to a \$3.00 co-pay.

C. The City agrees to provide the Association with five thousand dollars (\$5,000.00) to set up and administer and account for the reimbursement of expenses as stated in Paragraph B. The City will then reimburse the Association the first week of every month for all expenses paid out of this account so a balance of five thousand dollars (\$5,000.00) is maintained. The Association agrees to allow the City Treasurer to audit this account for the accuracy and validity of the expenses incurred during that month. The City can opt out of Paragraph B provided that the City notifies the Association in writing thirty (30) days in advance, then the coverage shall revert back to Paragraph A.

D. Present employees who were hired by the City and were members prior to January 1, 2000, and who have a minimum of ten (10) years continuous full-time service with the City immediately preceding retirement and who are then eligible for and commence to receive a New York State pension, may continue any plan under which they are covered at the time of retirement, but the City's contribution toward the cost of said plan shall not exceed fifty percent (50%) of the premium for said coverage, except that if the retiree had twenty (20) years of continuous full-time service with the City and was otherwise eligible in accordance with this paragraph, the City will pay one hundred percent (100%) of said cost. (Individuals employed prior to January 1, 2000, who are unable to complete 20 years of continuous service before reaching age 62, and who retire with a minimum of 10 years of continuous service and are otherwise eligible in accordance with this paragraph, will be entitled to receive health benefits on the same basis as employees who have completed 20 years of continuous service.)

Employees hired from January 1, 2000, through December 31, 2002, and who have a minimum of twenty (20) years continuous full-time service with the City immediately preceding retirement and who are then eligible for and commence to receive a New York State pension, may continue any plan under which they are covered at the time of retirement, but the City's contribution toward the cost of said plan shall not exceed fifty percent (50%) of the premium for said coverage, except that if the retiree had twenty-five (25) years of continuous full-time service with the City and was otherwise eligible in accordance with this paragraph, the City will pay eighty (80%) of the premium for said coverage with the retiree being responsible for payment of twenty percent (20%) of the premium.

Future retirees who were hired on or after January 1, 2003, and who have a minimum of twenty (20) years continuous full-time service with the City immediately preceding retirement and who are then eligible for and commence to receive a New York State pension, may continue any health insurance plan under which they are covered at the time of retirement, but the employee is responsible for 100% of the cost of the insurance plan premium. The dollar

value of the future retiree's unused accumulated sick leave, as identified in Article VII – Sick Leave, will be applied towards the cost of providing health coverage under the City's health plan to the employee after his retirement. The charge for the cost of insurance against the sick leave credit will be based on the insurance carrier's actual charge to the City for the cost of the health insurance. The City Treasurer's Office will be responsible for providing the retirees with an annual statement that identifies the remaining value of the retirees sick leave credit. After exhausting his accumulated sick leave credit, the retiree may elect to continue coverage at his own expense under the City's health care plan by submitting to the City Treasurer prior to the exhaustion of the health credit a written request to continue coverage. Retirees' payments to the City for health insurance coverage must be kept current in order for the retiree to maintain enrollment in the City's health plan.

Notwithstanding the aforementioned service requirements, present or future employees who are unable to perform their job duties because of permanent physical or mental incapacity, and who are eligible for and approved to receive a New York State disability retirement benefit, will be entitled to receive retiree health benefits on the same basis as employees who have completed twenty (20) years of continuous service as indicated in the first paragraph above for employees hired prior to January 1, 2000, the second paragraph above for employees hired from January 1, 2000, through December 31, 2002, and the third paragraph above for employees hired from January 1, 2003.

Retirees may apply accrued sick leave benefits standing to their credit at the time of retirement toward their share of premium costs in accordance with Article VII – Sick Leave. When a retiree and/or his spouse are eligible for Medicare Part B, they must apply for this coverage in order to remain eligible for health insurance in accordance with this section D.

E. Should any member die while an employee of the City who had twenty (20) years of service with the City, the City shall provide Hospital and Medical Insurance for the surviving spouse and dependent children similar to active employees, until such time as the spouse may remarry or become employed by an employer who provides substantially equal Medical and Hospital Insurance.

If a retiree dies, Medical and Hospitalization shall be continued on the same basis for the widow provided she was married to the retiree at the time of his retirement and covered on the retiree's contract.

F. Waiver of Medical Insurance

Regular, full-time employees who are eligible to receive Medical and Hospital Insurance and related riders under negotiated contract provisions may elect to waive such employee benefits because they are currently covered by adequate Health and Hospital Insurance through their spouse's plan or because they deem they do not require such coverage.

1. Family Plan Participants

As Compensation for the waiving of the rights to such coverage, the City agrees to pay the employee \$ 1,500.00 for the period January 1st through December 31st in their paycheck on the first pay period in December as a modification to wages (subject to taxes). This compensation would be pro-rated over the year from the time an employee elected such waiver; is hired or terminated; or if the employee requires immediate reinstatement of coverage due to loss of coverage through the employee's spouse's plan.

2. Single Member Participation

As compensation for the waiving of the right to such coverage, the City agrees to pay the employee \$750.00 for the period January 1st through December 31st in their paycheck on the first pay period in December as a modification to wages (subject to taxes). This compensation would be pro-rated over the year from the time an employee elected such waiver; is hired or terminated; or if the employee requests reinstatement of coverage.

3a. Either single or married employees desiring to waive this coverage shall be required to sign Appendix Form A. Any employee who desires to reinstate coverage shall be required to sign Appendix Form B at least thirty (30) days prior to the reinstatement of such coverage.

3b. A married employee who desires to reinstate family plan coverage shall be required to provide verification that their spouse's insurance coverage is no longer available or has been reduced substantially.

G. In the event both spouses are employed by the City of Tonawanda, the provisions of this section shall not be applicable as only one may be eligible for joint coverage of both parties.

ARTICLE X - OTHER HEALTH RELATED BENEFITS

A. Vision Care

The City will assume the full cost of vision care option #1 for the employee only. Employees may voluntarily add family coverage at their own expense if the insurance carrier provides for such optional coverage.

B. Dental Plan

The City and the Association acknowledge that they have created a Dental, Health and Welfare Fund to be administered by the Association by the signing of a separate document which is incorporated and made a part of this contract. The parties further acknowledge that the City is required to pay \$375.00 per year per employee into the FUND pursuant to the terms of the fund agreement.

ARTICLE XI - COMPENSATION HEARINGS AND JURY DUTY PLAN

An employee who is summoned to a compensation hearing shall be excused from work and shall receive a total of two (2) hours travel time to attend and to return from the hearing. The employee shall be required to present a release paper signed by the Hearing Officer indicating the time the employee's hearing ended.

An employee who is summoned to serve as a juror in either city, state, county, or Federal Court on a regularly scheduled working day shall be excused from work and receives eight (8) hours pay. The employee shall remit to the City any juror's fees he receives. Proof of such service, satisfactory to the Department Head, must be produced before this rule shall apply. The payment by the City shall be limited to a maximum of five (5) days in any work week.

ARTICLE XII - PENSION PLAN AND DEATH BENEFITS

A. The City shall provide the Career Retirement Plan of Sections 41-j and 75-i of the Retirement and Social Security Law.

B. In the event of a member's death, the City shall pay the deceased member's beneficiary for all unused accumulated sick leave days unused, paid Holidays, unused personal leave days, unused vacation, accumulated compensatory time, and pro-rated longevity up to the time of death.

ARTICLE XIII - OVERTIME AND OVERTIME COMPENSATION

A. All employees shall receive overtime (at time and 1/2) for all work beyond eight (8) hours a day. A day shall be defined as twenty-four (24) hours from the beginning of an employee's scheduled starting time. An exception to the above rule shall apply on Saturday or Sunday, then all work performed on those days shall be paid at the overtime rate.

B. Any employee entering any classification shall be charged with the largest overtime hours within the classification.

C. 1. All overtime shall be assigned on a rotation basis by classification.

2. If the Department Head has exhausted the complement of personnel in his department available for overtime work, he shall choose from a list of employees from other departments, supplied by the association, who have volunteered for overtime. The list to be provided, and the order of call-in, is as follows:

a. **Department of Public Works** - A combination of Parks/Recreation and Electrical Departments. A second list of Water and Sewage Department personnel to be used after the first list has been exhausted.

b. **Parks/Recreation Department** - A combination of DPW and Electrical Department employees. A second list of Water and Sewage Department employees to be used after the first list has been exhausted.

c. **Electrical Department** - A combination of DPW and Parks/Recreation Employees. A second list of Water and Sewage Department employees to be used after the first list has been exhausted.

d. **Outside Water** - A combination of Sewage and the Inside Water Department employees. A second list of Public Works, Parks/Recreation Department and Electrical Department employees to be used after the first list has been exhausted.

e. **Sewage** - A combination of Outside and Inside Water Department employees. A second list of Public Works, Parks/Recreation Department and Electrical Department employees to be used after the first list has been exhausted.

f. **Inside Water** - A combination of trained personnel from Outside Water and Sewage employees. A second list of trained employees of Public Works, Parks/Recreation Department and Electrical Department employees to be used after the first list has been exhausted.

3a. If an employee does not work the full shift immediately prior to the event for the reason of sick time, workers' compensation, bereavement or disability; such employee shall not be called in for scheduled overtime, nor will they be charged if they are on bereavement.

3b. For the purpose of overtime eligibility only, a sick day shall be defined as a 24 hour period following the employee's normal starting time. Any employee who calls in sick will not be asked to work overtime and will be charged on the overtime list.

4. An employee with temporary medical restrictions shall not be entitled to overtime. (See Article VII, Section K.)

D. Overtime period shall be from September 1st to August 31st of the next year.

E. All work performed by an employee outside of the employee's normally scheduled eight (8) hour shift shall be paid at the rate of time and one-half (1 1/2).

F. For the purposes of computing overtime, all paid days off shall be considered as time worked. Any employee who wishes to take compensatory time in lieu of cash overtime payment will earn compensatory time at the rate of one and one-half hours for each actual hour worked. This section is subject to Article XIV.

G. Shift employees' calendar week shall be defined as Monday 12:01 A.M. (approximately) to Friday 11:59 P.M. (approximately). Any additional shifts or hours worked will be paid at the rate of one and one-half (1 1/2).

H. No shift employee will be assigned to work more than one (1) eight (8) hour shift in any twenty-four (24) hour period. If any employee on shift operation does work more than eight (8) hours in any twenty-four (24) hour period, the employee will be paid at the rate of time and one half (1 1/2) for all hours worked beyond the normally scheduled eight (8) hour shift.

I. 1. Overtime – Overtime includes both “scheduled” and unscheduled or emergency” overtime that is not contiguous to the employee’s regularly scheduled work shift, but excludes “extension of the work day” overtime as specified in Section Q and holiday overtime for sanitation and heavies pick up. Any employee called for duty, in addition to or outside the employee’s regularly scheduled shift, shall be paid a minimum of two (2) hours at the rate of time and one half (1 1/2). Upon completion of the job(s) assigned to the employee, the employee may be released, subject to recall, within that two (2) hour period to perform job related work without additional benefits. If time worked exceeds the original two (2) hour overtime, time and one half (1 1/2) will apply. No normal maintenance tasks will be assigned to an employee who is on an unscheduled or emergency overtime situation.

2. Scheduled holiday overtime for sanitation and heavies pick up shall be paid eight (8) hours at time and one half (1 ½). The four and one half (4 ½) hour minimum workday for sanitation also applies to holidays worked or Saturdays worked as a result of a no work holiday falling during the week. Employees assigned to heavies pick up on a corresponding holiday or Saturday must also work a minimum of four and one half (4 ½) hours.

Disputes concerning the implementation of this section will be handled through the grievance procedure.

J. Employees shall be called for emergency duty and/or overtime on a seniority and classification basis within their respective departments subject to Section C of this Article. Overtime shall be rotated and equalized as it becomes available according to seniority and classification. It is understood that in the Department of Public Works, the MEO "B" and MEO "C" classifications will be combined and called first when a driver is needed in the Highway Division. Thereafter, the following call-in order will be used: MEO "A"/Group Leader B, highway laborers, sanitation drivers, sanitation laborers, then Mechanics. A refusal to accept overtime and/or call-in time shall be charged to the employee on the overtime list of that department. For the purpose of this section, the Sanitation Division and Mechanics are considered as separate departments from the remaining employees of the Public Works Department for overtime only. Any employee absent from the employ of the City at the time of overtime or emergency duty as a result of sick time, workers compensation or disability, shall be charged on the overtime list as if asked. This rule does not apply to any employee found unjustly suspended by the grievance procedure or mutual agreement by the Union and the City.

K. An employee shall be charged on the overtime list for any overtime, when the employee's home is contacted by phone or other means. No answer of the phone or response shall constitute a charged time for overtime. Only refusals to respond to overtime demands shall subject the employee to disciplinary action, unless the employee exhibits a chronic and habitual reluctance to respond to emergency overtime requests within his home department by failing to report on three (3) or more consecutive occasions.

L. All personnel must report for work when called for emergency duty when the employee or the employee's residence is contacted, unless reason for not reporting is accepted by the Department Head or duly empowered employee subject to the terms of this agreement.

M. There shall be posting of all over-time within the department at all times.

N. It is hereby agreed that the present practice of the turning on and off of lights on City baseball fields by the Recreation Director, Senior Recreation Leader and/or designated seasonal employees shall be continued. It is also agreed that the City recreation activities that do not involve maintenance work that occur in the City of Tonawanda are outside the community of interest of the bargaining unit represented by the Association and is therefore, not subject to the overtime section or any other part of this agreement.

Exception to this paragraph that is within the community of interest of the bargaining unit are for Ice Patrol and band concerts.

O. The statement of duties, as per Civil Service Job Specifications are considered to be, and shall be part of this agreement. In the absence of the Department Head in the Parks Department or the Department Head in the Electrical Department for eight (8) or more hours (one normal work shift) the most senior employee in the Department involved will be temporarily upgraded to the title and pay scale of DPW Foreman.

P. The City shall issue separate checks for overtime if requested by the employee and such overtime is eight (8) hours or more in a pay period. A charge of \$3.00 per check may be deducted from such overtime payment.

Q. The City shall have the right to continue to utilize employees to extend the work day on a specific job on an overtime basis, provided it does not exceed four (4) hours.

ARTICLE XIV - EARNING COMPENSATORY TIME

A. Any employee who so desires may acquire compensatory time off in lieu of overtime payment. One and one half hours compensatory time off will be earned for each one hour of actual overtime worked. A maximum of one hundred and twenty (120) hours can be accumulated in any one (1) contract year.

B. The request for compensatory time off shall be submitted in writing (triplicate) 48 hours in advance of the requested time off by the employee to the Department Head.

C. Compensatory time off will be granted at the discretion of the employee's Department Head.

D. Compensatory time must be used during the year in which it is accumulated, twelve (12) months following time of accumulation.

E. If requested by the employee, compensatory time off can be applied as sick leave credits. This sick leave credit will be made in eight (8) hour increments only.

Upon written request received two (2) weeks in advance, an employee may exchange a minimum of eight (8) hours of accrued compensatory time for pay.

ARTICLE XV - CALCULATION OF ECONOMIC BENEFITS

Holiday pay, vacation pay, sick leave pay, assignment pay, and absence pay or loss of pay shall be calculated at the rate of 1/10th of the bi-weekly salary rate for each date thereof.

ARTICLE XVI - WORK SCHEDULE

A. Work schedule showing the employees shift, work days, and hours, shall be posted on all department bulletin boards at all times.

1. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Association and the employer.

2. The normal workday shall consist of eight (8) consecutive hours on a prescribed shift.

3. The normal workweek shall consist of five (5) eight (8) hour days, making a total of forty (40) hours worked.

4. This workweek shall begin at (approximately) 12:01 A.M. Monday to 11:59 P.M. Friday.

5. Any employee on twenty-four (24) hour shift operations shall be paid on a forty (40) hour Monday to Friday basis regardless of the actual days worked. Any holidays worked shall be taken as compensatory hours off over and above any requirements of ARTICLE XIV (Earning Compensatory Time), which shall be additional hours beyond this provision.

B. Work Hours.

1. The hours of work for all employees, except as otherwise specified, shall be as follows:

Day Shift	7:00 A.M. – 3:00 P.M.
Afternoon Shift	3:00 P.M. – 11:00 P.M.
Night Shift	11:00 P.M. – 7:00 A.M.
Sanitation	6:00 A.M. – Completion of Duty (Minimum of 4 ½ hours – 10:30 A.M.)
Swing Shift Custodian	9:00 A.M. – 5:00 P.M.

2. The work shift, work schedule and assignment of relief operators in the Water Department shall be determined by the Department Head on the basis of manpower requirements.

3. Completion of duty by sanitation workers will be determined by the foreman, but sanitation workers must work a minimum of four and one half (4 1/2) hours per day. Sanitation employees shall be on a forty (40) hour per week schedule and not an eight (8) hour day.

4. A paid twenty (20) minute lunch period will be observed for all bargaining unit employees. Said lunch period may be taken between the hours of 11:00 A.M. and 1:00 P.M. at a time convenient to Departmental operation at the work site where the employees are presently engaged, or if an assignment is completed, at a location en route to the next assignment.

The Union agrees to waive the 10 minute cleanup period prior to the lunch period.

In the event of the abuse of these provisions by an individual, crew, section or department, such abuse shall be called to the attention of the union steward verbally by the affected Department Head. If such condition continues, the abuse shall be called to the attention of the union president in writing. If correction cannot be effected, appropriate discipline may be imposed.

5. Other employees hours as scheduled with the Department Head after agreement with the Association President or Chief Steward.

6. Docking Procedure - Employees shall be docked 1/10th hour pay for each six (6) minute period (or portion thereof) he is late.

ARTICLE XVII - ASSOCIATION BUSINESS

A. Bulletin Boards - The employer agrees to provide bulletin boards for the exclusive use of the Association to post notices at each Steward area. The use of such facilities must not be used for posting materials of a derogatory nature and shall be confined to Association business. Such bulletin boards shall be so designated by the City and only authorized Association personnel shall post material.

B. Association Negotiating Committee - The City will give negotiation release time pay to not more than five (5) members of the Association Negotiating Committee designated by the Association to participate in negotiations with the City while they are engaged in negotiations.

1. Any five (5) members of the duly authorized negotiating team of the bargaining unit shall be allowed paid negotiation release time from his normal working hours for the purpose of discussing negotiations with other members of the negotiating team. However, said negotiation release time shall not exceed two (2) hours during any two (2) week period. This authorized negotiation release time shall commence on the first day of July prior to the expiration of the existing contract and shall continue until the new contract has been signed by both parties. Each Department Head shall be advised prior to July 1st of the name of each individual authorized by the Association to be its representatives on the negotiations team. Twenty-four (24) hours prior to such negotiations meeting the Department Head shall be notified.

Employees utilizing negotiation release time must punch out from work and indicate on appropriate departmental time card that they are on negotiation release time.

2. The Association Negotiation Committee shall consist of the President, Vice President, Chief Steward, Treasurer, Secretary, the steward or representative from each steward's area, and one additional representative designated as a non-employee by the Association. The Association will not request time off with pay for negotiating purposes that would result in more than two (2) employees being off in any one (1) department without the approval of the Department Head.

C. Access to Premises

1. The employer agrees to permit non-employee representatives of the Association to enter the premises of the employer for individual discussion of the working conditions with employees with the approval of the Department Head.

2. The City recognizes the Association President's obligations to hold regular meetings of the Association. The City, therefore, grants to the Association the right to hold and conduct Association meetings at the City Service Building, located at 150 Fillmore Avenue, Tonawanda Tonawanda, New York. These meetings will be held only to conduct Association business and for no other reason. The Superintendent of the Department of Public Works will be notified twenty-four (24) hours before any meeting is to be held. Regular Association meetings held at 150 Fillmore Avenue will be conducted only during Public Works' non-working hours. The Association will take full responsibility for properly opening and closing the building.

D. Violations of the requirements for the use of City facilities as specified above may result in the revocation of the union's ability to use City facilities.

ARTICLE XVIII - SENIORITY

A. Definitions.

Seniority means an employee's length of continuous service with the employer since his last date of hire. An employee who leaves a bargaining unit position, but remains in the continuous employment of the City, and who thereafter returns to a position in the bargaining unit, shall receive service credit only for those periods of time during which he is employed in positions covered by this Agreement.

B. Probation Period.

1. All new regular permanent employees hired shall be considered as probationary employees for the first ninety (90) work days of their employment. When an employee has completed his probationary period he shall be entered on the seniority list. There shall be no seniority during the probationary period. An employee shall receive all benefits afforded to all regular permanent employees, as per this agreement.

Any probationary employee shall be entitled to work overtime after the Department Head has exhausted the complement of personnel in his department available for overtime work, as well as the list of employees from other departments, supplied by the association, who have volunteered for overtime.

2. The Association shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment as set forth under this agreement except for discharge and discipline for other than Association activity.

C. Seniority Lists.

On April 1st and October 1st of each year, the Department Head shall post on all bulletin boards, a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Association secretary when posted. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

D. Breaks in Continuous Service

1. An employee's continuous service record shall be broken by voluntary resignation and retirement. However, if an employee returns to work in any capacity within one year, the break in continuous service shall be removed from his record.

2. There shall be no deduction for continuous service for the time lost which does not constitute a break in continuous service.

ARTICLE XIX - WORK FORCE CHANGES

A. Job Openings (Not Temporary).

1. Whenever an opening occurs in other than a temporary situation as defined below, in an existing job classification which the City intends to fill, or as a result of the development or establishments of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such positing shall be for a period of five (5) work days.

2. In the event any employee or employees are absent from the employ of the City during the entire five (5) days of a posting for a job opening, upon their return to work, these employees will be notified of the job opening by their Department Head. The returning employee will have two (2) working days after they have been notified by their Department Head to apply for the job opening. This section will only apply for a period of thirty (30) days from the commencement of the job. The City may temporarily fill this job during the 30 day period.

3. During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The City is not obligated to notify laid-off employees. Application shall be in writing and it shall be submitted to the employee's immediate supervisor.

4. The employer shall fill such job openings or vacancies, from among those employees who have applied, who meet the standards of the job requirements, except if there is more than one (1) employee who is qualified for the job, that such position shall be filled by selecting from among those qualified, the employee with the greatest seniority.

5. A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer for a period of at least two (2) work days and the President shall be notified as well.

6. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty calendar (30) days, but not to exceed sixty calendar (60) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

7. Any employee shall have the right to return to their original position within fifteen (15) days worked of their appointment to the job opening.

B. Competitive Civil Service Jobs.

Whenever a job opening occurs and the job is within the scope of the Civil Service Law, then the normal procedure provided by the Regulations and Rules of the Civil Service Law prevail, except that in the absence of an established Civil Service list of eligible applicants, the selection shall be made in accordance with the procedure set forth in Section A of this Article.

C. Temporary Job Openings.

1. Definition of Temporary Job Openings - Job vacancies that may periodically develop in any job classification due to vacations, illness, leaves of absences, or short term seasonal operations.

2. There shall be two (2) types of temporary job openings:

(a) Temporary Job Opening I - Job openings that occur on a day to day basis and that do not occur for more than ten (10) consecutive days. These openings are to be filled by the employer assignment or reassignment of the most senior qualified employee of the next lower classification within the department involved. If the most senior employee does not desire the upgrade or does not meet the qualifications of the job opening, the upgrade will go to the second most senior employee within the department involved and so on down the seniority list.

If the job opening is not filled, then the least senior employee who meets the qualifications of the job in the department will be assigned the job opening. The employer will not fill Type I Temporary Job Openings with employees of higher wage classification except for emergencies or for a lack of personnel in the lower classifications to fill the job opening.

In the event a Temporary Job Opening I in the Sanitation Division cannot be filled in accordance with the above paragraph, the position will be filled as follows:

The CTEA will, before the first working day of each year, supply to the Superintendent of the Department of Public Works separate lists of highway laborers and MEO "B" / MEO "C" drivers who wish to be called in for sanitation laborer or sanitation driver on a day-to-day basis. Employees who sign up will be listed by seniority. If no employees wish to be called in, the lowest seniority employee will be called first for duty.

(b) Temporary Job Opening II - Job openings that occur for more than ten (10) consecutive days. These job openings shall be filled by the bidding procedure set forth in Section A of this article (Job Openings - Not Temporary), except first preference shall be given to the employees in the department involved. The bidding and/or filling of a Temporary Job Opening II by a higher wage classification employee will not be permitted except in an emergency. A "higher wage classification shall include a classification where the top of the salary range is equal to or higher than the employee's current pay rate. During the period of posting for a Type II Job Opening, if necessary, the employer may fill the temporary vacancy for not more than ten (10) days with a Type I Temporary Job Opening employee.

(c) Job openings caused by vacations shall be temporary job openings Type I, subject to subsection (a) of this section.

3. Job openings that occur on a regular basis shall not be considered temporary job openings and shall be filled subject to Section A (Job Openings) of this Article.

4. Employees assigned to temporary job openings shall be paid the set wage established for the job opening or their own rate, whichever is higher.

5. Section A, 3, does not apply to temporary job openings mentioned in this section.

D. Temporary Public Works Foreman

For the upgrading of foreman jobs, if a Civil Service list is available, the Civil Service Test Scores for the position of Public Works Foreman will be used in the temporary upgrading to this classification provided the employees on the list have prior experience in the department they are to supervise.

First preference will be given to the employees working in the department involved. For the purpose of this section, the Sanitation Division is considered a separate Department from the remaining employees of the Public Works Department.

Second preference for Sanitation will be given to Public Works employees. Second preference for Public Works will be given to Sanitation employees.

Third preference will be given to any CTEA employee on the list.

If more than one employee has the same Civil Service Test Score, then ties will be broken using employee seniority. The employee with the greatest seniority will be ranked first and so on.

By September 1st of each year, the Association shall supply the Department Head with a list of employees on the Civil Service List who have volunteered for the Temporary Upgrade. An employee on this list must accept the temporary upgrade if it is offered. If the employee refuses the temporary upgrade, they will be removed from consideration for any future temporary foreman upgrades until August 31st of the next year.

If no CTEA member has passed the test, or no CTEA member on the Civil Service list has prior relevant experience, or no test list is available, then the Temporary Job Opening I will be filled as specified in Article XIX. C. of this contract.

E. Demotions

1. The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a permanent position in one job classification to a permanent lower paying position in the same job classification or in another permanent job classification.

2. Demotions may be made for disciplinary reasons or to avoid laying off employees. In a case involving demotion for disciplinary reasons, the circumstances must be brought to the Labor Management Committee for review prior to implementation. In any case involving demotion to avoid layoff, the involved employee shall have the right to elect which alternative he or she shall take; i.e., demotion or layoff.

3. A demoted employee shall not be considered for a job opening for 40 working days at the lower position, except if the demotion was a result of a layoff or to avoid a layoff. Demotion may include only a demotion to the next lowest position in the employee's department.

4. An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the employer that he was able to fulfill the standards of the job, or pass a Civil Service Examination required for

permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.

F. Consolidation or Elimination of Jobs

1. Any employee displaced by the elimination of jobs through consolidation, the installation of new equipment or machinery, the curtailment or replacement of the existing facilities, or for any other reason, shall be permitted to exercise his seniority rights to transfer to any other department in the service of the employer within the same classification or to lower classification. A lower classification shall mean a position to the qualifications for which are included within the qualifications of the higher classification.

2. Any employee requesting such transfer because of the elimination of his job shall be transferred as provided for in paragraph (1) above on the basis of seniority and such request shall take precedence over any other requests for transfer.

ARTICLE XX - LAYOFF

A. Layoff

1. In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority, subject only to the Veterans' Law of New York State.

2. The employer shall forward a list of those employees being laid off to the Association secretary on the same date that the notices are issued to employees. These notices shall be issued to the Association and the affected employees at least one (1) week before the date of the layoff.

B. Bumping

When an employee is issued a layoff notice due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump, or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee who he bumps.

C. Recall

1. Employees shall be recalled from layoff according to their seniority.

2. When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to notify the City of his intent to return to work within 96 hours, by certified mail to the City Clerk's Office and report for work within ten (10) working days of notification, he shall be considered an automatic quit and lose all seniority

rights and recall rights. Recall rights for an employee shall be for a period equal to his seniority. Written notice of expiration of recall rights shall be sent to the employees at his last known address by registered or certified mail.

3. No new employee shall be hired until all employees on layoff status desiring to return to work have been recalled.

ARTICLE XXI - DISCIPLINE AND DISCHARGE

1. In resolving issues pertaining to discipline and discharge, the City and the Association agree to substitute the grievance and arbitration procedure set forth in Article XXII of this agreement, as supplemented hereafter, for Sections 75 and 76 of the New York State Civil Service Law, which sections are hereby waived for all present and future employees who might otherwise be covered by same. The contractual procedure shall also apply to members of the bargaining unit who are not covered by Civil Service Law Sections 75 and 76.

2. Disciplinary action shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

3. Discipline may not be imposed without just cause.

4. Discipline may be imposed by the employee's Department Head or the Mayor of the City.

5. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

6. In the event discipline is imposed, written notice shall be provided to the employee and a representative of the Association on the disciplinary action report form attached as Appendix C to this agreement.

7. The Association shall have thirty (30) calendar days from imposition of the disciplinary action within which to file a grievance in accordance with Article XXII of this agreement.

8. Employees subjected to discipline or discharge shall have access to their personnel file to assist them during these proceedings.

ARTICLE XXII - SETTLEMENT OF DISPUTES

A. GRIEVANCE

1. A "Grievance" is a claimed violation of the contract existing between the City of Tonawanda, New York and the employees covered by this Agreement, including "class" grievances which involve a matter of general affect in the membership.

2. All grievances shall be presented within thirty (30) calendar days from the date of the cause of the grievance. In those instances where the nature of the grievance is such that it cannot readily be determined, the grievance shall be filed within thirty (30) calendar days from the date the grievance is known or should have been known. Unless the grievance is filed in accordance with the time limitations of this article, it shall not be entitled to consideration under this procedure.

B. PROCEDURE

1. First Stage

The first procedural stage shall consist of the Association steward and the employee presenting to the employee's department head a statement of grievance which shall be in written form stating the specific nature of the grievance, the facts relative thereto, the section of the contract alleged to have been violated, and the date submitted. Upon receipt of the statement of grievance, the department head or his designee shall, at the request of the employee, hold an informal hearing at which the employee and his Association steward shall appear and present oral and written statements or recommendations.

The final determination of the first stage of such grievance proceeding shall be made by the head of the department or his designee within ten (10) working days from the date of submission to him/her of said grievance. The decision shall be made in writing and communicated to the employee presenting the grievance and to the Association steward. If such grievance is not satisfactorily resolved at the first stage within ten (10) working days from the date of submission, such employee may proceed to the second stage.

2. Second Stage

The second procedural stage shall consist of a request by the aggrieved employee and the Association steward for a review and determination of his/her grievance to the Mayor of the City of Tonawanda, or his/her designee. In such a case, the Association steward and the aggrieved employee shall submit his request to the Mayor, his/her designee within ten (10) working days of the date the department head's first stage response was due.

The Mayor or designee must promptly consider all grievances presented to him/her. The Mayor or designee may conduct a formal hearing under oath or otherwise, taking testimony of the parties and their witnesses, receiving documents or other papers submitted, issue subpoenas and establish rules for the conduct of hearing not inconsistent with this procedure.

The Mayor or his/her designee shall make determination of the grievance and shall render the decision in writing within ten (10) working days from the date of submission of said grievance. Copies of the decision shall be sent to all persons directly concerned and affected by it.

If the grievance is not satisfactorily resolved at the Second Stage within ten (10) working days, such employee may proceed to the Third Stage.

3. Third Stage - Arbitration

(a) The parties hereto agree that arbitration under this contract shall be in accordance with the Voluntary Arbitration Rules of Procedure administered by the New York State Employment Relations Board pursuant to the provisions of Part 207, Voluntary Arbitration of the Civil Service Law Rules and Regulations of the State of New York. The Voluntary Arbitration Rules of Procedure shall apply to the form obtaining at the time the arbitration is initiated.

(b) All grievances that are not amicably settled as provided for in prior stages of this grievance procedure, shall, upon the written demand of the Association or the City, be submitted to arbitration in accordance with the following:

(i) The party requesting arbitration shall file a formal Demand for Arbitration as required under the Voluntary Grievance Arbitration Rules of Procedure as aforesaid in accordance with said Rules of Procedure, within thirty (30) calendar days from the due date of the Mayor's decision and shall be the arbitration request required under this procedure.

(ii) The decision of the Arbitrator thus selected shall be final and binding upon the parties to this Agreement and shall be considered as a final determination of the questions submitted to arbitration.

(iii) In accordance with the Voluntary Grievance Procedures, both parties hereto shall divide the expenses and fees of the Arbitrator selected.

4. All meetings called or scheduled pursuant to a stated grievance shall, whenever practicable, be scheduled between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday of any work week. Any employee scheduled to work when a meeting is scheduled shall continue to receive normal compensation during his normal work hours notwithstanding his attendance at said meeting.

5. The Union President or his designee shall have the right to attend all proceedings conducted pursuant to this grievance procedure.

6. The employee involved in any grievance proceedings at any level shall be entitled to be represented by not more than one (1) officer, one (1) steward of the Association and legal counsel.

7. For the purpose of this section, "working days" are defined as the week days Monday through Friday, except on such days when City Hall is closed.

8. Grievance Committee

(a) Employees selected by the Association to act as Association Representatives shall be known as "Stewards". The names of the stewards who may represent employees shall be certified in writing to the Mayor's Office by the Association (and the individuals so certified shall constitute part of the Association Grievance Committee).

(b) There shall be a total of 4 stewards, 4 alternative stewards, and one Chief Steward in the bargaining unit. Alternate stewards shall only perform the duties of a steward during the absence of the steward from his City employment.

9. Processing Grievance During Working Hours

Stewards may investigate and process grievances during working hours without loss of pay, however, said release time shall not exceed one (1) hour for each grievance filed. The Department Head will be notified when a steward leaves his job and when he returns to his job.

10. A penalty of nine (9%) percent shall be added from the date of violation if an agreed settlement is not paid within thirty (30) days of the agreement of the parties.

ARTICLE XXIII - LABOR MANAGEMENT COMMITTEE

Conferences of the Labor Management Committee may be called on important matters, may include the discussion of procedures to avoid further grievances, and other methods of improving the relationship between the parties; such arrangements shall be made between the parties at the request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours at a mutually agreed upon time by the parties. Employees acting on behalf of the Association shall suffer no loss of time and pay should such meeting fall within the regular schedule work hours.

ARTICLE XXIV - SAFETY COMMITTEE

A. The Employer and Association agree jointly to establish a Safety and Health Committee consisting of one employer representative and one Association representative. This committee will be advising management to all safety and health activities and will be expected to:

1. Make immediate and detailed investigations of each accident to determine fundamental cause;
2. Develop data to indicate accident sources and injury rates;
3. Make investigations to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices of the elimination of hazards;
4. Promote safety for workers, and participate in making the safety program known to all workers;
5. Attend meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

ARTICLE XXV - GENERAL PROVISIONS

A. Pledge Against Discrimination and Coercion

1. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, political affiliation or Association activity. The Association shall share equally with the employer the responsibility for applying this provision of the Agreement.
2. All reference to employees in the Agreement designated both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
3. The employer agrees not to interfere with the rights of employees to become members of the Association, and there be no discrimination, interference, restraints, or coercion by the employer or any employer representative against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association, or any other cause.
4. The Association recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

B. Uniforms And Protective Clothing

1. (a) Bargaining unit employees, except mechanics, will receive an allowance for the purchase of work clothes, including required apparel, in an amount not to exceed a total of \$450.00 each calendar year. The mechanics clothing allowance will be in an amount not to exceed a total of \$300.00 each calendar year. The clothing allowance shall be used for the purchase, replacement and maintenance of articles of clothing appropriate for work, including ANSI approved safety shoes, orange or high visibility lime green shirt or jacket (outerwear), gloves, coveralls and rainwear. Clothing shall be purchased at either of two (2) agreed retail outlets which shall submit numbered vouchers to the City for direct payment to the retailer. The annual clothing allowance will be effective on January 1st of each calendar year. The annual allowance must be used by December 31st of each year or it will be forfeited. An employee who spends more than the dollar amount specified for their allowance will be personally responsible for paying the retail outlet for the additional cost. Required items of apparel shall be worn on the job at all times.

(b) Mechanics, in addition to the \$300.00 annual clothing allowance, will be provided with uniforms in accordance with present practice.

2. New employees, upon their first day of work, will be entitled to the entire annual clothing allowance for the calendar year in which they are hired. If the employee fails to successfully complete his probationary period, he shall be required to reimburse to the City the entire amount of the annual clothing allowance. The City may obtain the reimbursement through payroll deduction.

3. The City will provide and retain possession of safety equipment including but not limited to: welder's masks, aprons, gloves, goggles, sleeves and hard hats.

4. All members of the bargaining unit are required to wear ANSI approved safety shoes during work hours. All employees working outdoors are required to wear an orange or high visibility lime green shirt or jacket (outerwear) during working hours. An employee not wearing designated safety equipment shall be subject to discipline.

The City will provide a reflective safety vest to new employees for the employee's first five (5) working days of employment.

C. Permanent Part Time Employees

1. Part time employees employed on a regular basis, twenty- five (25) hours or more each week, but less than thirty-five (35) hours each week, shall be entitled to receive all benefits (except as noted herein) provided to all full time employees covered by this Agreement. Anyone called to work outside the prescribed seasonal help within their community of interests, must be agreed upon by the City and the Association. That employee shall be paid the rate of the title worked.

2. No part time help shall be used to displace any regular full time employees or regular full time employee's overtime.

3. No employee under federal, state or county administered program shall be used to displace any employee presently employed by the City.

4. No summer help employees will be assigned to drive a payloador, bulldozer, sweeper, backhoe, dump truck, or any vehicle that requires a commercial driver's license.

D. Rest Periods

1. All employees' work schedules shall provide for a ten (10) minute coffee break during each one half (1/2) shift. The rest period shall be scheduled at the middle of each one half (1/2) shift whenever this is feasible.

2. Employees required to work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

3. All rest periods shall be taken on the job site.

E. Clean-Up Time

Employees shall be granted a (10) minute personal clean-up period prior to the end of one-half (1/2) shift.

F. Aid To Other Associations

The Employer agrees that there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining on the part of the employees or those designated as his representatives of subordinate staff for any purpose.

G. Licenses

1. The City shall pay the costs of required schools or courses (including Association membership fees, if required), necessary for employee certification or licensing and maintenance thereof.

2. The City will reimburse an employee for the fee charged in obtaining a Commercial Drivers License or a water treatment plant operator's license.

H. Printing

The Collective Bargaining Agreement shall be printed in booklet form by a printer mutually selected by the Association and the City within twenty (20) days of the date of mutual ratification, and a copy shall be provided to all Association members.

I. Shift Preference

Shift preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exists.

J. Appendix

Each lettered Appendix referred to in this agreement (For Example: "Appendix A") is a part of this agreement and is incorporated into this agreement by reference.

ARTICLE XXVI - MAINTENANCE OF BENEFITS

Any benefits presently in effect for employees covered by this agreement will be retained and remain in force as if such benefits are part of this agreement, except where such benefits have been abridged by this agreement, or where it has been otherwise mutually agreed upon between the Association and the Employer.

ARTICLE XXVII - JOB TITLES AND WAGE RATES

A. The following are the wages for the classification defined: an increase in all wage rates of 3% for 2006.

	<u>2006</u>
Cleaner - City Hall	11.83
Cleaner - Police Department	16.79
2. Laborers & Custodians - All Departments	
Starting to 4 months service	15.65
After 4 months service	16.06
After 8 months service	16.28
After 12 months service	16.69
3. Sanitation Laborer	
Starting to 4 months service	16.15
After 4 months service	16.51
After 8 months service	16.83
After 12 months service	17.19

4.	Parks/Rec.Maint. Worker II	17.11
	Parks/Rec.Maint. Worker I	18.87
5.	Water Maint. Worker II	17.10
	Water Maint. Worker I	18.87
6.	Motor Equipment Operator	
	(C) Back Hoe Operator	17.79
	Truck Driver/Laborer	
	(B) Heavy Equip. Operator	18.44
	Street Sweeper Operator	
	10 Wheel Driver	
	Snow Plow Driver (when plowing)	
	Recycling/Sanitation Drivers	
7.	(A) Payloader	19.11
7.	Senior Maintenance Worker	
	(Parks, Recreation)	20.17
8.	Tree Trimmer II	17.80
	Tree Trimmer I	19.35
9.	Automotive Mechanic II	18.50
	Automotive Mechanic I	19.50
10.	Sewer Lift Station Operators	
	1st year of service	17.11
	2nd year of service	19.02
	3rd year of service	20.93
11.	Signal Maintenance Worker II	17.11
	Signal Maintenance Worker I	18.87
	Signal Maintenance Worker IA	20.17
12.	Senior Automotive Mechanic	22.31
	Auto Mechanic A	24.22
13.	Foreman Group Leader	
	(B)	19.11
	(A)	22.67
	Public Works Foreman	24.59

After two (2) years of continuous employment in the category of Maintenance Worker II, employees shall be placed in the category of Maintenance Worker I, automatically. However, at the recommendation of the Department Head and with Mayor's approval, this change of category may be executed sooner.

B. Upon the signing of a final contract document for the years 2003 – 2005 between the City and CTEA, the City shall make a one (1) time payment of three hundred ninety dollars (\$390) to each full-time CTEA bargaining unit member on the payroll at the time of union ratification. Payment shall be processed through payroll in a separate check and shall be paid on the first pay period following the signing of the contract document.

ARTICLE XXVIII - LONGEVITY

Longevity payment shall be paid to all employees covered by this Agreement on the first pay period in November of each contract year. Any employee who reaches his longevity at any time during said contract year shall be entitled to the longevity payment. Effective November, 2006, the longevity payments shall be as follows:

<u>Years Service</u>	<u>Amount</u>
Five (5) years	\$1,175.00
Ten (10) years	1,375.00
Fifteen (15) years	1,475.00
Twenty (20) years	1,575.00
Twenty-five (25) years	1,700.00
Thirty (30) years	1,775.00

ARTICLE XXIX - DRUG AND ALCOHOL TESTING

1. This Article applies to all bargaining unit members subject to the drug and alcohol testing requirements of the federal Omnibus Transportation Employee Testing Act of 1991 (OTETA) and to all members who may be tested on the basis of the employer's reasonable suspicion that an employee is under the influence of drugs or alcohol, or engaged in their use while on City business or property.

2. The City will keep the Union and its members informed of the status of the Act from time to time and all new employees covered by OTETA will be fully informed of the requirements of said Act upon employment.

3. Testing under this Article shall not exceed the requirements of the federal statute and applicable regulations (49 CFR Parts 383, 392 and 395).

4. The City will maintain all drug and alcohol testing records in a secure manner designed to prevent disclosure of information to unauthorized personnel.

5. The City will provide the Association with the list of all Bargaining Unit employees covered by OTETA. On an annual basis, the City will provide the Union with a list of Bargaining Unit employees, if any, selected for random testing during the preceding calendar year.

6. A Supervisor's recommendation to test an employee will be reduced to writing within twenty-four (24) hours of the incident. The document will describe the behavior, appearance and circumstances observed by that Supervisor which was the basis for recommending an employee be tested. A test based upon reasonable suspicion will not be conducted without prior approval of the Department Head or in their absence, the person responsible for the department.

7. All time spent in connection with the administration of an initial alcohol or controlled substance test, including travel time, will be paid at the employees' regular rate of pay or at their overtime rate, if applicable, and shall be considered time worked for purposes of determining entitlement to overtime compensation.

8. The City shall pay for all initial drug and alcohol testing.

9. In the event of an initial positive drug test, if the affected employee requests a split specimen test and the split specimen tests positive, the affected employee shall pay for the split specimen test. If the split specimen test is negative, the City will reimburse the employee for the cost of the split specimen test and will pay the employee's wages for time lost or restore any benefit time which may have been utilized by the employee.

10. The employee shall be responsible for the cost of any or all rehabilitation programs, evaluations, return to work tests and follow-up tests but shall be allowed to utilize any coverage provided by the City's health benefit plan or Employee Assistance Program.

11. The City shall provide an Employee Assistance Program to all employees covered by this agreement. The City agrees to pay the full cost of the premium for the EAP Program. The type of program and administrator of the program will be selected by the City.

12. An employee who is found to have a BAC of 0.02 or greater but less than 0.04, may be allowed to continue to work, but in a non-safety-sensitive position. Whether the affected employee is allowed to continue to work will depend upon the availability of work which the employee is capable of performing. Such assignment to perform non-safety-sensitive functions shall continue for no longer than the end of the employees' regularly scheduled work shift following the alcohol test.

13. In the event of a positive drug or alcohol test, an employee shall be allowed to use any and all accruals standing to his credit during periods he is not able to perform safety sensitive functions, or periods of rehabilitation.

14. Employees shall have the right of union representation during reasonable suspicion and post accident testing if requested by the employee as long as the request for a Steward does not unreasonably delay the testing process.

15. Any disciplinary action taken by the City as a result of the administration of their Drug and Alcohol Testing Policy shall be subject to the procedures for discipline and grievances specified in this contract, including final and binding arbitration.

16. First time offenders under this policy will be allowed to work in a non-safety sensitive position at a reduced rate of pay equal to a laborer's rate upon the following conditions:

- (a) The employee is qualified and physically capable of performing laborers work;
- (b) That said assignment shall not continue for more than one hundred eighty (180) calendar days; and
- (c) Only for so long a period of time as the first time offender is in compliance with all the requirements of the E.A.P. Program.

17. In the event any portion of this Article is found to be invalid by a court of competent jurisdiction, then that specific portion will be nullified, but the remainder of the Article will remain in effect.

ARTICLE XXX - TERMINATION AND MODIFICATION

This agreement shall be effective as of January 1, 2006, through the 31st day of December 2006. Negotiation shall begin not later than one hundred twenty (120) days prior to the termination date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

It is further agreed by both parties that on or before 120 days prior to Budget Submission date, the parties shall discuss the granting of New York State Disability to the employees. The parties acknowledge that this clause requires discussion, not agreement.

ARTICLE XXXI - SAVING CLAUSE

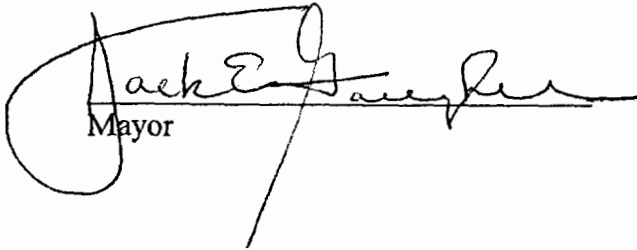
Should any Article, Section or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof directly specified in the decision: upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

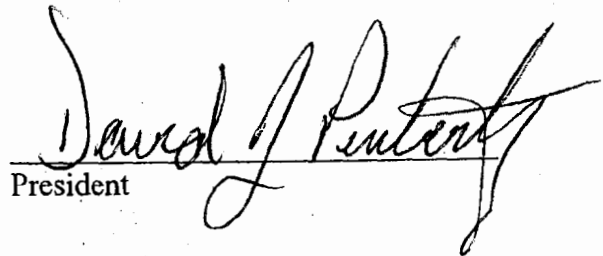
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Approved as to form this 29TH day of DECEMBER, 2005.

FOR THE CITY OF TONAWANDA

FOR THE CITY OF TONAWANDA
EMPLOYEES ASSOCIATION


Mayor


President

APPENDIX A

WAIVER OF MEDICAL INSURANCE BENEFITS

1. I _____, am a member of the _____
(Name of Individual) (Name of the Union)
and am entitled to Medical and Hospital Insurance coverage as a result of City employment.

2. I _____, hereby agree to waive my medical insurance
(Name of Individual)
coverage pursuant to the negotiated collective bargaining agreement between the City of
Tonawanda and the _____ with the understanding that I am no
(Name of the Union)
longer presently eligible for this coverage as long as this waiver remains in effect, and further,
that I am entitled to receive a cash payment of \$1,500.00 (Family Plan), or \$750.00 (Single
Member), annually, or pro-rated for the number of months that the waiver is actually in effect.

3. I realize that should I require coverage at a later date I can again reinstate my coverage
by waiving my cash payments pursuant to the contract by executing and submitting at least 30
days prior to the effective date of the coverage from "Waiver of Cash Payment in Lieu of
Medical and Hospital Coverage".

Date

Employee's Signature

STATE OF NEW YORK
COUNTY OF ERIE
CITY OF TONAWANDA

On this _____ day of _____, 20____, before me, the subscriber, personally
appeared _____ to me known and known by me to be the person who
signed the above form and he or she signed same or acknowledged his or her signature before
me.

NOTARY PUBLIC

NAME _____

ADDRESS _____

EMPLOYEE NUMBER _____

NED. INS. I.D. # _____

APPENDIX B

WAIVER OF CASH PAYMENT IN LIEU OF MEDICAL AND HOSPITAL COVERAGE

1. I, _____ am a member of the _____
(Name of Individual) (Name of the Union)
and am entitled to Medical and Hospital Insurance coverage as a result of City employment.

2. I have previously waived my coverage for Medical and Hospital Insurance pursuant to contractual provisions and now find it necessary to reinstate coverage.

3. Therefore, I hereby agree to waive my right to a cash payment of \$1,500.00 (Family Plan), or \$750.00 (Single Member), per annum for the health care coverage as indicated in the collective bargaining agreement and direct the City to reinstate coverage at the first available eligible period of time, pursuant to the Medical Insurance Company's policies and procedures.

Date _____ Employee's Signature _____

STATE OF NEW YORK
COUNTY OF ERIE
CITY OF TONAWANDA

On this _____ day of _____, 20____, before me, the subscriber, personally appeared _____ to me known and known to me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

NOTARY PUBLIC

NAME _____

ADDRESS _____

EMPLOYEE NUMBER _____

MED. INS. ID # _____

APPENDIX C
RECORD OF DISCIPLINE

NAME _____ DATE OF INCIDENT _____

DEPARTMENT _____ JOB TITLE* _____

___ ORAL REPRIMAND ___ WRITTEN REPRIMAND ___ SUSPENSION ___ DEMOTION
___ DISCHARGE

NATURE OF INCIDENT AND DETAILED ACCOUNT:

STATEMENT OF WARNING GIVEN; DISCIPLINARY ACTION TAKEN (IF ANY);
CONDUCT, BEHAVIOR OR PERFORMANCE EXPECTED IN THE FUTURE; AND
CONSEQUENCES OF FAILURE TO COMPLY.

EMPLOYEE COMMENTS:

Prepared by _____ *Date* _____

Acknowledgment of receipt _____

A copy of this report is to be forwarded to the Mayor's office to become part of the employee's permanent personnel file. (Attach additional sheets if necessary.)
301046

APPENDIX D
HOLIDAY WORK HOURS

MEMO

To: Jay Hall, CTEA Union President
From: Don Witkowski, Administrator
Date: September 30, 2003
Re: Holiday Work Hours

The Memorandum of Agreement that was signed by the City and Union (City 16e) confirms that sanitation workers work until completion of duties, but also establishes that sanitation workers must work a minimum of four and one half (4.5) hours per day. The 4.5 hour minimum workday also applies to holidays worked or Saturdays worked as a result of a holiday falling during the week.

Employees assigned to heavies pick on a holiday or Saturdays worked as a result of a holiday falling during the week must work a minimum of four and one half (4.5) hours.

